

## **TRANSFER OF DEVELOPMENT RIGHTS**

**HISTORY OF TDRS:** The City established our TDR program in 1999 in response to a Growth Management Hearing Board mandate because the City limits had been expanded to include approximately 93 acres of farmland to the southwest of the City; and 19.8 acres of farmland to the north of the City.

The referenced 93-acre site located to the southwest of the City is currently owned by Seaward Investment, Inc.; and is also known as the Alfco property. The referenced 19.8-acres to the north of the City was originally owned by the City, and was deeded over to Nookachamps, LLC for the development of their wetland mitigation bank. Through the process of deeding the 19.8-acres to Nookachamps, LLC staff discovered flaws in the original legal descriptions and surveying such that these TDRs no longer exist. Please see the accompanying map (labeled as **Map 1**) that shows the location of both of these original sites.

The 1999 TDR Ordinance (Ordinance 2940; that created Mount Vernon Municipal Code Chapter 17.119) stipulated that there was one (1) TDR per acre assigned to the sending sites. The Alfco and City owned properties are what are labeled “sending sites” as they are, in essence, sending their development potential from their site to another site located elsewhere within the City.

Even though the Alfco property is a sending site per the City’s TDR ordinance this property has an underlying zoning of Residential-Agricultural (R-A) that allows a maximum density of 1.24 dwelling units per acre and a minimum lot size of 35,000 square feet. This means that this property has always had the ability to be subdivided and developed so long as the City’s development regulations are met. The TDR ordinance only provides a different way for this property owner to be compensated for the development potential of this property; it does not remove the ability for this property to be developed if the owner wished to develop it instead of selling off the TDRs from this site.

On January 12, 2005 the City Council (with the approval of Ordinance 3233) increased the number of development rights FROM one (1) per acre TO two (2) per acre. This means that Alfco’s original 93 TDRs were increased to 186 TDRs.

**USE OF TDRS:** The City has five (5) developments from 2006 to 2010 that desired to use TDRs as follows:

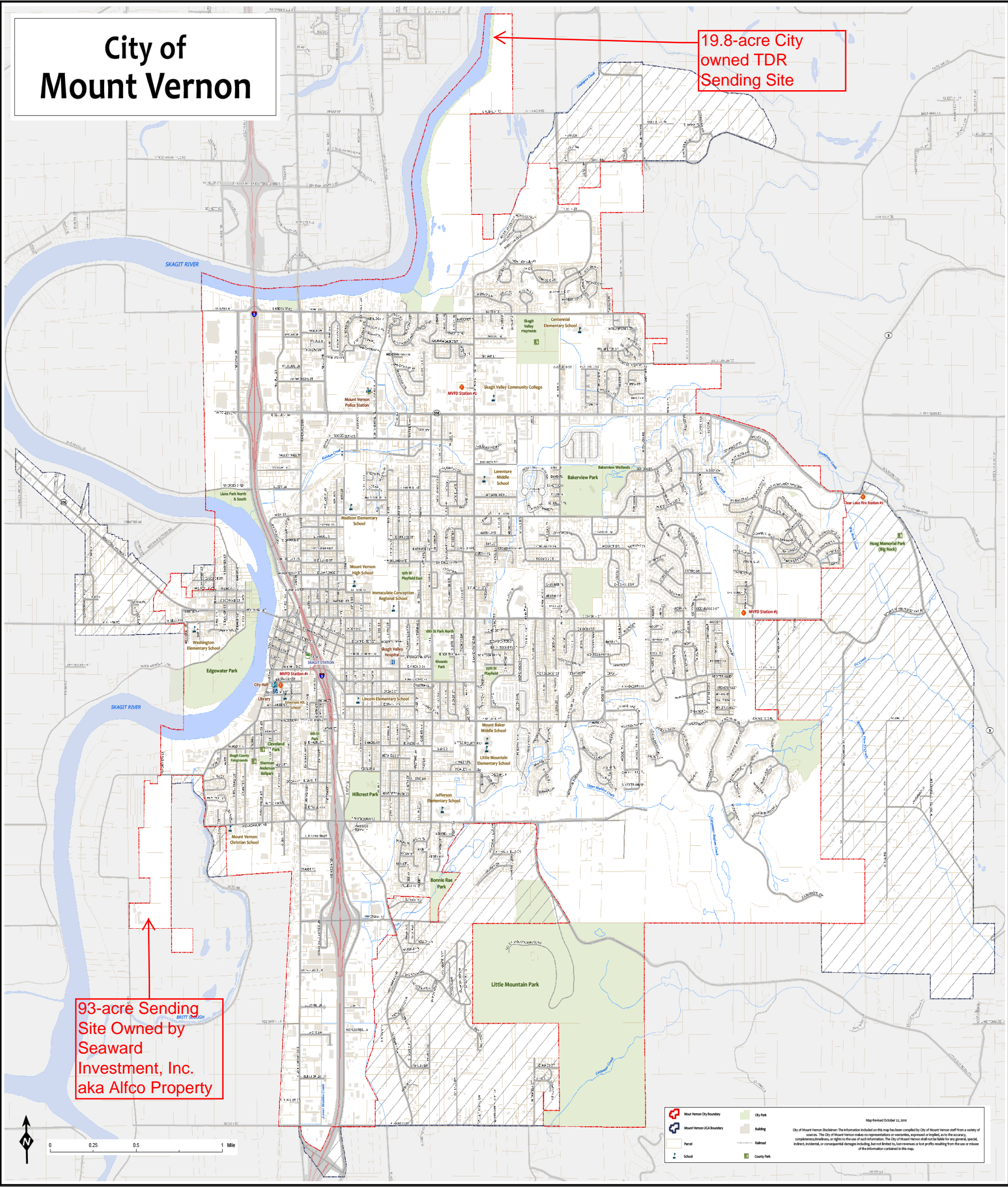
- Iris Meadows (LU06-090) - 11 TDRs;
- Digby Heights (LU07-013) - 18 TDRs;
- Trumpeter Place (LU07-023) -14 TDRs;
- Cedar Heights II (LU07-009) - 8 TDRs; and,
- Rockcrest (LU10-019) - 28 TDRs.

However, once the recession hit only two of the above-listed developments have finalized their subdivisions using TDRs. These two subdivisions include Digby Heights and Trumpeter Place. The remaining subdivisions have either expired or were finalized with reduced density not using their originally anticipated TDRs.

When TDRs are purchased the development potential that each TDR represents is extinguished. Joe Woodmansee purchased 70 TDRs from Seward Investments in 2007 (Deed of and Agreement Relating to Development Rights, AFN: 200710230067). Since 70 TDRs have been purchased, 35 acres of conservation easements have been recorded. These conservation easements make development of these specific 35-acres not possible. Please see the accompanying **Map 2** that shows the areas where the development rights have been extinguished.

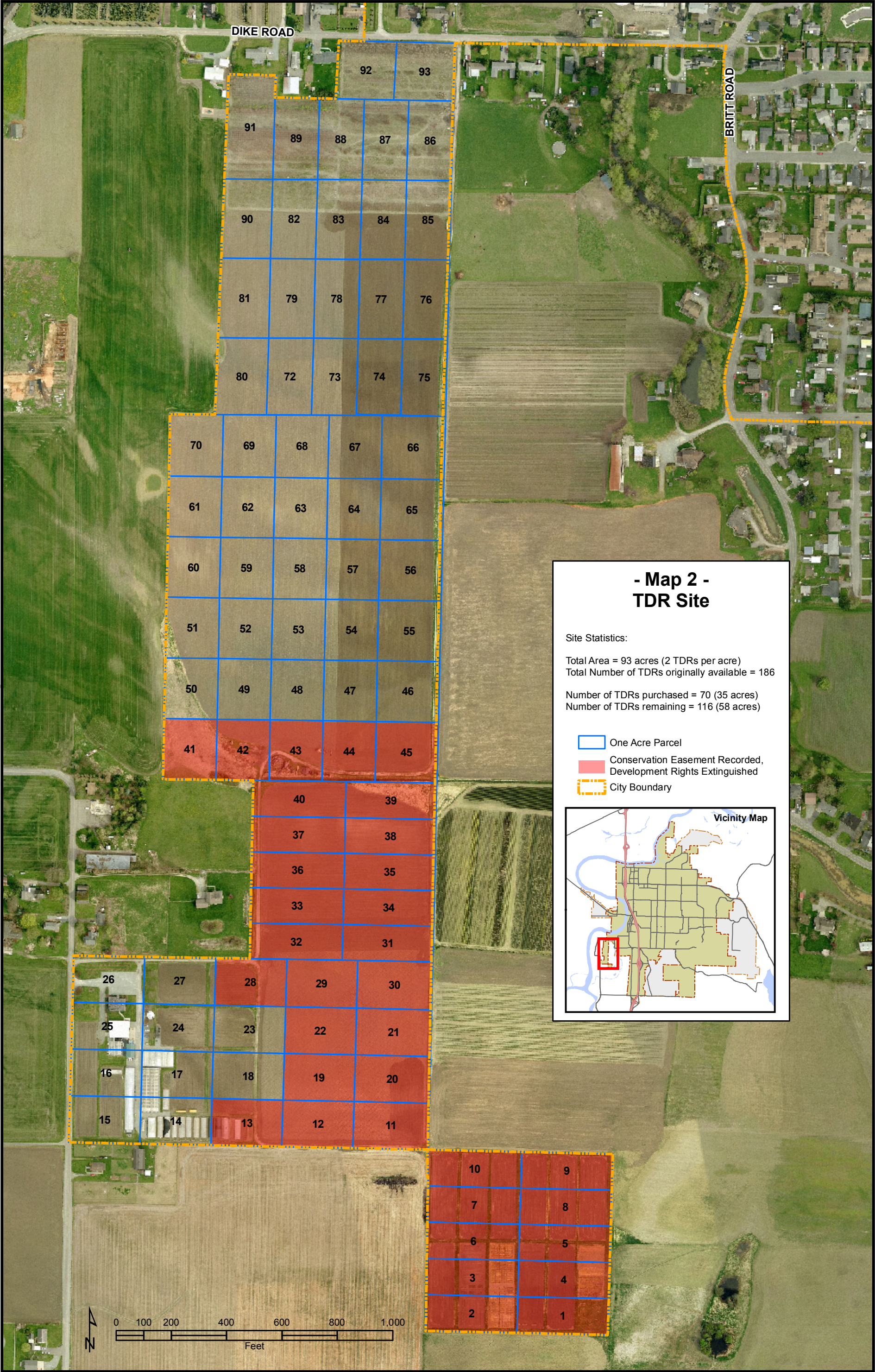
**ATTACHED:**

- Map 1: Location of both original TDR sending sites
- Map 2: ALFCO Sending Site with TDR Details
- TDR Documents: Deed purchasing 70 TDRs, Conservation Easements, TDR Record of Survey, and TDR Extinguishment



**MAP 1 – LOCATION OF TDR SENDING SITES IN MOUNT VERNON**









200710230067

Skagit County Auditor

10/23/2007 Page

1 of

8 11:42AM

Return Address:  
Seaward Investments, LLC  
P. O. Box 98  
Mount Vernon, Washington 98273

Document Title(s):

GUARDIAN NORTHWEST TITLE CO.

B92423E-2

QUIT CLAIM DEED CONVEYING TRANSFERABLE DEVELOPMENT RIGHTS  
(TDRs)

ACCOMMODATION RECORDING ONLY

Grantors(s):

1. SEAWARD INVESTMENTS, LLC, a Washington limited liability company
- 2.
- 3.

Grantee(s)

1. JOE WOODMANSEE & KIM WOODMANSEE, husband and wife
- 2.
- 3.

Legal Description:

1. Ptn Gov Lot 3, S30 T34N, R4E, W.M.
2. Additional legal description is on Exhibit A of this document

Assessor's Property Tax Parcel or Account Number at the Time of Recording

P28779, P29293, P28784, P28780, P28784 &  
P28787 P28776

Reference Numbers of Documents Assigned or Released:

**DEED OF AND AGREEMENT RELATING TO  
DEVELOPMENT RIGHTS**

**THIS DEED AND AGREEMENT** is made this 22<sup>nd</sup> day of October, 2007, **BY AND BETWEEN** SEAWARD INVESTMENTS, LLC, a Washington limited liability company, hereinafter referred to as "Grantors," and JOE WOODMANSEE & KIM WOODMANSEE, husband and wife, hereinafter referred to as "Grantee."

**WHEREAS:**

The Grantors are the present owners of the lands described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land").

The Grantors recognize that the Land is Residential/Agricultural ("RA") land and has been identified as a sending site as defined in Mount Vernon Municipal Code 17.119, and they desire to preserve land devoted to agricultural and open space uses.

The Grantors are willing to grant and convey to the Grantee a portion of the Development Rights in the Land as such rights are defined in Mount Vernon Municipal Code 17.119 (said rights being the interest in and the right to use and subdivide land for any and all residential, commercial, and industrial purposes and activities which are not incident to agricultural and open space uses), on the terms and conditions and for the purposes hereinafter set forth. The Grantee is willing to purchase a portion of the Development Rights in the Land and accept this instrument of conveyance.

The Grantee has determined that the acquisition by the Grantee of Development Rights in Residential/Agricultural ("RA") land will benefit the public through the preservation of property devoted to agricultural uses.

The grant and conveyance of Development Rights by the Grantors to the Grantee will preserve the Land for activities consistent with agricultural uses in perpetuity in accordance with the specific terms and conditions hereinafter set forth.

**NOW THEREFORE WITNESSETH**, that the Grantors, for and in consideration of Ten Dollars and other good and valuable consideration paid to the Grantors by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents convey and quit claim unto the Grantee forever seventy (70) Development Rights in respect to the Land, which is legally described in Exhibit A, and hereby perpetually binding the Land to the restrictions limiting permitted activities to agricultural and open space uses as specifically delineated in those certain Conservation Easements for the Land, dated January 19, 2007 and October 5, 2007 and recorded under Skagit County Auditor's File No. 200701260138 and 200710080100.



By signing this deed and having it recorded or allowing it to be recorded, the Grantor extinguishes seventy (70) Transferable Development Rights conveyed by this deed and previously granted by the City of Mount Vernon, Washington to the real property described in Exhibit A attached hereto and incorporated herein by this reference as if set forth in full. The Grantor warrants that the City of Mount Vernon has certified that seventy (70) of the Transferable Development Rights, as defined in Chapter 17.119 of the City of Mount Vernon, Washington's municipal code or its successor, were originally attached to the real property legally described in Exhibit A of which the Grantor had previously conveyed the appropriate conservation easement to the City or City approved entity which sufficiently limits development of the Land in perpetuity as of the date of this document. The recording reference number of the conservation easements recorded on the real estate which is legally described on Exhibit A are 200701260138 and 200710080100.

The Grantors and Grantee further agree that the Development Rights may only be used on real property identified as a receiving site as defined in Chapter 17.119 of the City of Mount Vernon, Washington's municipal code or its successor.

The Grantors and Grantee hereby agree that the Land shall be bound by and permanently subject to the following restrictive covenants, terms, and conditions. None of these covenants, terms, and conditions shall be construed as allowing a use that is not otherwise permitted by applicable state and local laws, codes, standards, and ordinances.

### **RESTRICTIONS ON USE OF THE LAND**

The Grantors and Grantee hereby agree that the Land shall be bound by and permanently subject to the conservation easements recorded on the Land under Skagit County Auditor's File Nos. 200701260138 and 200710080100 and incorporated herein by this reference.

### **ADDITIONAL COVENANTS AND AGREEMENTS**

The Grantors and Grantee further agree as follows:

**Covenant Against Encumbrances.** The Grantors covenant that they have not done or executed, or allowed to be done or executed, any act, deed, or thing whatsoever whereby the Development Rights hereby conveyed, or any part thereof, now or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

**No Alteration or Amendment.** The terms, conditions, restrictions, and covenants contained herein shall not be altered or amended unless such alteration or amendment shall be made with the written consent of the Grantee, or its successors or assigns, and any such alteration or amendment shall be consistent with the purposes of Mount Vernon Municipal Code 17.119, as heretofore or hereafter amended.

**Restrictions Binding on Successors.** The Grantors and Grantee agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon the Grantors, their agents, personal representatives, heirs, assigns, and all other successors in interest to the Land and possessors of the Land, and shall be permanent terms, conditions, restrictions,



covenants, servitudes, and easements running with and perpetually binding the Land.

**Transfer of Rights by Grantee.** The Grantee agrees that the Development Rights to the Land shall not be sold, given, divested, transferred, or otherwise reconveyed in whole or in part in any manner except as provided in Mount Vernon Municipal Code 17.119, as heretofore or hereafter amended. .

**Condemnation.** All interests in the Land, including but not limited to the Development Rights shall remain subject to any condemnation action as provided by law.

**Severability.** If any section or provision of this instrument shall be held by any court of competent jurisdiction to be unenforceable, this instrument shall be construed as though such section or provision had not been included in it, and the remainder of this instrument shall be enforced as the expression of the parties' intentions. If any section or provision of this instrument is found to be subject to two constructions, one of which would render such section or provision invalid, and one of which would render such section or provision valid, then the latter construction shall prevail. If any section or provision of this instrument is determined to be ambiguous or unclear, it shall be interpreted in accordance with the policies and provisions expressed in Mount Vernon Municipal Code 17.119

**IN WITNESS WHEREOF,** the parties have hereunto set their hand and seals the day and year first above written.

GRANTOR

GRANTEE

SEAWARD INVESTMENTS, INC.

By: *Jeanne Crannell*  
JEANNE CRANNELL  
Its Vice President/General Manager

*Joe Woodmansee*  
JOE WOODMANSEE

4954  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 23 2007

Amount Paid \$ 17,121.30  
Skagit Co. Treasurer  
By *mt a m* Deputy

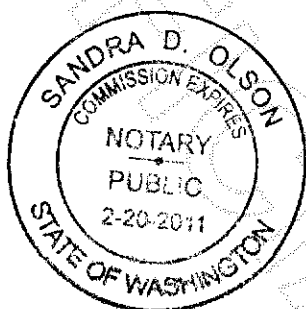
*Kim Woodmansee* *Per*  
KIM WOODMANSEE *Joseph D. Ruckel*  
*PORT.*





State of Washington )  
 ) ss  
County of Skagit )

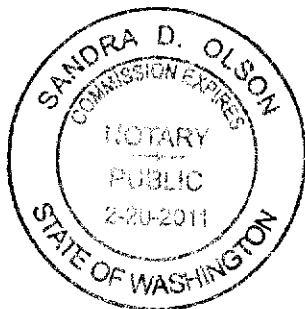
I certify that I know or have satisfactory evidence that JEANNE CRANNELL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT / GENERAL MANAGER of SEAWARD INVESTMENTS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 10-22-07  
Sandra D. Olson  
(Signature)  
NOTARY PUBLIC  
SANDRA D. OLSON  
Print Name of Notary  
My appointment expires: 2-20-2011

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JOE WOODMANSEE is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 10-20-07  
Sandra D. Olson  
(Signature)  
NOTARY PUBLIC  
SANDRA D. OLSON  
Print Name of Notary  
My appointment expires: 2-20-2011



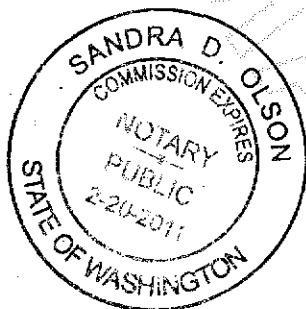
200710230067  
Skagit County Auditor

STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Attorney in Fact

On this 22nd day of October, 192011, before me personally appeared Kimberly Ann Wilson to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Kimberly Ann Wilson and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



Sandra D. Olson  
Notary Public in and for the State of Washington,  
residing at 1511 1st St. N.

My appointment expires 2-20-2011





Exhibit "A"

Tracts 1 through 13 (inclusive), 19 through 22 (inclusive), 28 through 40 (inclusive), 41 through 45 (inclusive), as depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137.

All being a portion of the following described property:

**Parcel "A"**

That portion of the East 832 feet of Government Lots 1 and 2, Section 30, Township 34 North, Range 4 East, W.M., lying South of that existing County Road known as the Kimble Road No. XCV; EXCEPT the following described tracts:

1. BEGINNING at the West 1/4 of said Section 30;  
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the centerline of that County Road known as the Kimble Road No. XCV;  
thence South 89°57'21" East along the centerline of said County Road, a distance of 498.80 feet to the TRUE POINT OF BEGINNING of this description;  
thence continuing South 89°57'21" East along the centerline of said County Road a distance of 200 feet;  
thence South 2°01'24" West a distance of 150 feet;  
thence North 89°57'21" West a distance of 200 feet;  
thence North 2°01'24" East a distance of 150 feet to the TRUE POINT OF BEGINNING of this description.
2. BEGINNING at the West 1/4 corner of said Section 30;  
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the center line of the County Road;  
thence South 89°57'21" East along the center line of said County Road, a distance of 890.39 feet to the TRUE POINT OF BEGINNING of this description;  
thence South 2°01'24" West 230 feet;  
thence North 89°57'21" West 220 feet;  
thence North 2°01'24" East 80 feet, more or less, to the South line of a tract conveyed to W. L. Williamson, et ux, by deed dated October 25, 1968, recorded April 7, 1972 under Auditor's File No. 766685;  
thence South 89°57'21" East 28.41 feet, more or less, to the Southeast corner of said Williamson tract;  
thence North 2°01'24" East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;  
thence South 89°57'21" East along the centerline of said road 191.59 feet, more or less, to the TRUE POINT OF BEGINNING.
3. That certain Westerly portion of said East 832 feet conveyed to Elizabeth (Betty) J. Sward by Deed recorded as Skagit County Auditor's File No. 200307100092.



**Parcel "B"**

Government Lot 3, Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the West 330 feet thereof.

**Parcel "C"**

The South 1/2 of Government Lot 4; the Northeast 1/4 of Government Lot 4 and the South 16.5 feet of the Northwest 1/4 of Government Lot 4 all in Section 30, Township 34 North, Range 4 East, W.M.;

ALSO that portion of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of said subdivision;  
thence North along the West line thereof 20 feet;  
thence South 45° East to a point on the South line of said Section, 20 feet East of the POINT OF BEGINNING;  
thence West to the POINT OF BEGINNING.

ALSO the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4, Section 31, Township 34 North, Range 4 East, W.M.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of records.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.





After Recording Return To:  
City of Mount Vernon  
910 Cleveland Avenue  
Mount Vernon, Washington 98273



200710080100

Skagit County Auditor

10/8/2007 Page 1 of 9 1:24PM

## CONSERVATION EASEMENT

GRANTORS: SEAWARD INVESTMENTS, INC., a Washington corporation  
GRANTEE: CITY OF MOUNT VERNON, a municipal corporation  
Legal Description:  
Abbreviated Form: Ptn Gov Lot 3, S30 T34N, R4E, W.M.  
Additional on: Exhibit B  
Assessor's Tax Parcel Nos: P28779

This Conservation Easement is made this 5<sup>th</sup> day of October, 2007 by SEAWARD INVESTMENTS, INC., a Washington corporation, having an address of PO Box 98, Mount Vernon, Washington 98273, hereinafter referred to as "Grantor" in favor of the City of Mount Vernon, a municipal corporation and political subdivision of the State of Washington, having an address of 910 Cleveland Avenue, Mount Vernon, WA, 98273, hereinafter referred to as "Grantee".

### WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in the City of Mount Vernon, Washington, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

WHEREAS, In exchange for the severance of development rights from Grantor's property, the Grantor desires to preserve, in its existing condition in perpetuity, a portion of Grantor's property, more particularly described on the attached Exhibit "B" and as represented by the map referenced by the Exhibit "C", attached hereto and incorporated by this reference as the "Property"; and

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and in consideration of the creation of ten (10) development rights pursuant to the provisions of Chapter 17.119 et. seq. of the Mount Vernon Municipal Code., which development rights derive from 5 one acre tracts as shown on the map referenced by the

attached Exhibit "C". Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity, over the Property described in Exhibit "B", of the nature and character and to the extent hereinafter set forth as the "Conservation Easement". Grantor fully warrants title to said Property on the attached Exhibit "B" and as represented by the map referenced by the Exhibit "C", and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural or agricultural state and to prevent any use of the Property that is otherwise inconsistent. Agricultural use of the Property, excluding the future construction of residential units, shall be considered as being consistent with this purpose. Nothing in this easement shall encumber or affect any of Grantor's rights relating to any portion of Grantor's property that is not described on the attached Exhibit "B".

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and use are expressly prohibited:

(a) Construction or placing buildings, signs, billboards or other advertising, utilities or other structure on or above the ground. However, nothing in this easement shall prohibit Grantor from constructing buildings, structures, or other improvements, including but not limited to signs, utilities, fences, irrigation lines, that are strictly associated with agricultural use of the Property. Additionally, Grantor may maintain all existing structures and improvements on the Property. All existing structures and improvements are non-residential accessory structures necessary for the operation of the agricultural use of the Property and shall not result in the subtraction or use of any development rights under MVMC 17.119.030.

(b) Dumping or placing as landfill any soil, material or other substance. Dumping or placing of trash, waste or unsightly or offensive materials. Agricultural material typically associated with agricultural operations, such as top soil or soil amendments, placed or stored in accordance with applicable City Codes and requirements shall not be prohibited.

(c) Removing or destroying trees, shrubs or other vegetation unless done in conjunction with and necessary as a part of agricultural use of the Property. Trees, shrubs and any other vegetation grown in conjunction with agricultural related activities may be removed or destroyed by Grantor at any time.

(d) Non-agricultural related activities which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation. Grantor may construct and maintain ditches and associated vegetation in Grantor's usual and customary manner in keeping with good farming practices.

(e) Division of the Property for residential development in the easement area.





3. Reserved Rights. Reserving unto Grantor, Grantor's successors and assigns, all rights accruing for its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times after at least forty eight (48) hours advance notice, to determine if Grantor or Grantor's successors and assigns are complying with the covenants and prohibitions contained in this Conservation easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property. This paragraph 6 shall not apply to the extent the subject damage or injury is caused by the negligence or willful misconduct of Grantee, its employees or agents.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Skagit County, Washington and shall be responsible for all recording costs and taxes necessary to record this Conservation Easement.


9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement



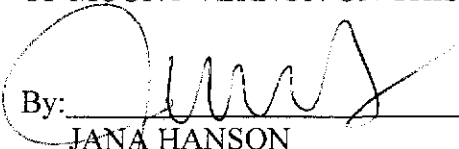
shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successor and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:  
SEAWARD INVESTMENTS, INC.


By:   
JEANNE CRANNELL  
Its Vice President/General Manager

THE FOREGOING CONSERVATION EASEMENT IS HEREBY APPROVED BY THE CITY OF MOUNT VERNON ON THIS 23 DAY OF SEPTEMBER, 2007.

By:   
JANA HANSON  
Director, Community and Economic Development Department

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

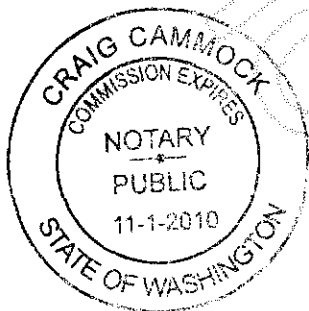
OCT 08 2007

Amount Paid \$ 0  
By Skagit Co. Treasurer Deputy  




State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JEANNE CRANNELL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE-PRESIDENT/GENERAL MANAGER of SEAWARD INVESTMENTS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 12.5.07

(Signature) [Handwritten Signature]

NOTARY PUBLIC

Print Name of Notary Craig Cammock

My appointment expires: 11-1-2010



## Exhibit "A"

### Parcel "A"

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thence South 89°57'21" East along the centerline of said County Road, a distance of 498.80 feet to the TRUE POINT OF BEGINNING of this description;  
thence continuing South 89°57'21" East along the centerline of said County Road a distance of 200 feet;  
thence South 2°01'24" West a distance of 150 feet;  
thence North 89°57'21" West a distance of 200 feet;  
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thence North 2°01'24" East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;  
thence South 89°57'21" East along the centerline of said road 191.59 feet, more or less, to the TRUE POINT OF BEGINNING.
3. That certain Westerly portion of said East 832 feet conveyed to Elizabeth (Betty) J. Sward by Deed recorded as Skagit County Auditor's File No. 200307100092.





**Parcel "B"**

Government Lot 3, Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the West 330 feet thereof.

**Parcel "C"**

The South 1/2 of Government Lot 4; the Northeast 1/4 of Government Lot 4 and the South 16.5 feet of the Northwest 1/4 of Government Lot 4 all in Section 30, Township 34 North, Range 4 East, W.M.;

ALSO that portion of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of said subdivision;  
thence North along the West line thereof 20 feet;  
thence South 45° East to a point on the South line of said Section, 20 feet East of the POINT OF BEGINNING;  
thence West to the POINT OF BEGINNING.

ALSO the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4, Section 31, Township 34 North, Range 4 East, W.M.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of records.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



200710080100  
Skagit County Auditor

**Exhibit "B"**

Tracts 41 through 45 (inclusive), as depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137.

Situate in the City of Mount Vernon, Skagit County, Washington.



200710080100

Skagit County Auditor

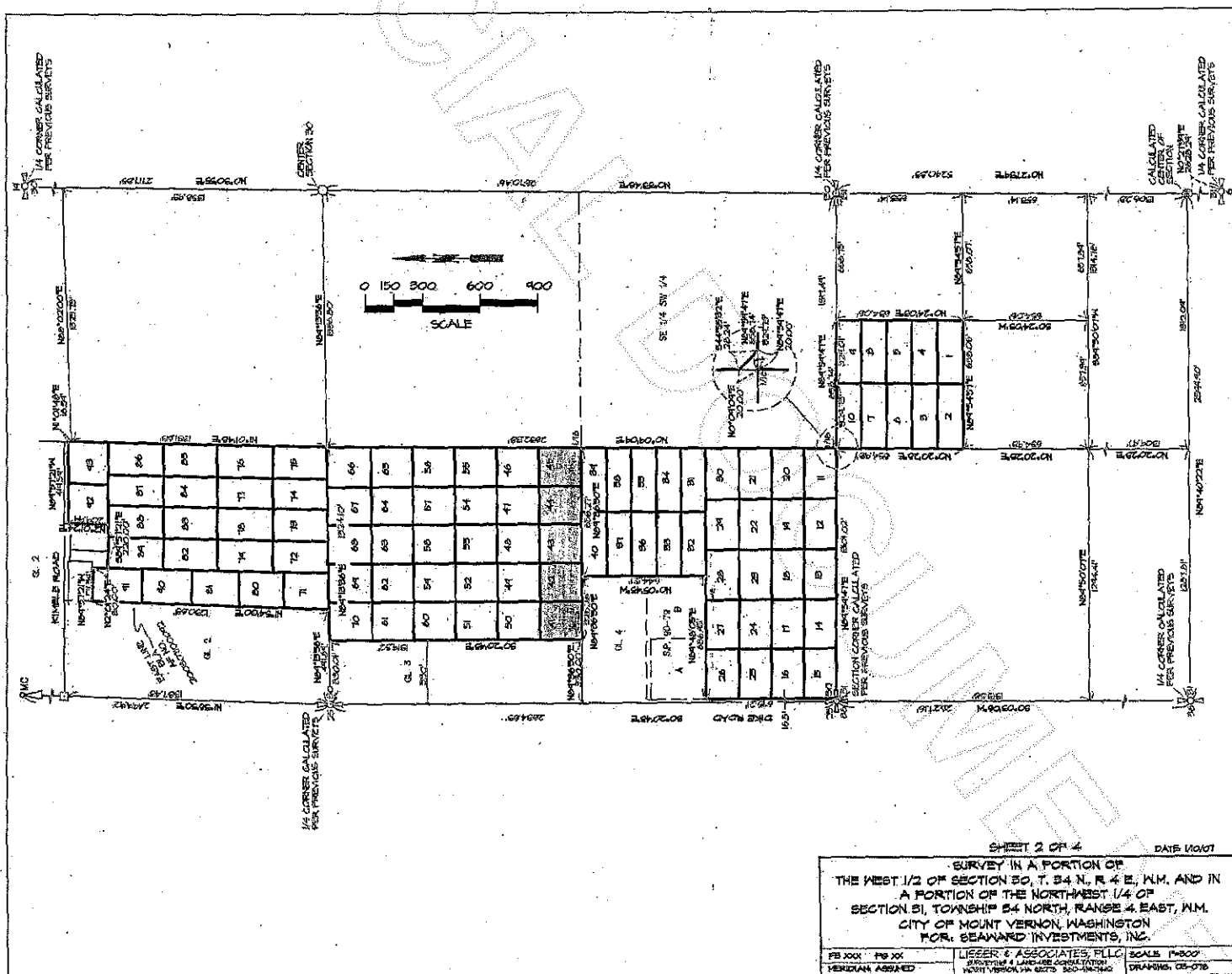
10/8/2007 Page 8 of 9 1:24PM

# LISSER & ASSOCIATES, PLLC

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

## Exhibit "C"

That certain four (4) page Record of Survey map recorded under Skagit County Auditor's File No. 200701260137. The map shown hereon is for representational purposes only.



200710080100  
Skagit County Auditor

ORIGINAL

After Recording Return To:  
City of Mount Vernon  
910 Cleveland Avenue  
Mount Vernon, Washington 98273



200701260138

Skagit County Auditor

1/26/2007 Page

1 of

9 12:31PM

CONSERVATION EASEMENT

---

GRANTORS: SEAWARD INVESTMENTS, INC., a Washington corporation  
GRANTEE: CITY OF MOUNT VERNON, a municipal corporation  
Legal Description:  
Abbreviated Form: Ptn Gov Lot 1,2,3 & 4, S30 T34N, R4E, W.M.  
Additional on: Exhibit B  
Assessors Tax Parcel Nos: P28780 AND P28784  
P29293 IN SEC. 31, T.34N, R4E W.M.

---

This Conservation Easement is made this 19<sup>th</sup> day of January, 2007 by SEAWARD INVESTMENTS, INC., a Washington corporation, having an address of PO Box 98, Mount Vernon, Washington 98273, hereinafter referred to as "Grantor" in favor of the City of Mount Vernon, a municipal corporation and political subdivision of the State of Washington, having an address of 910 Cleveland Avenue, Mount Vernon, WA, 98273, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in the City of Mount Vernon, Washington, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

WHEREAS, In exchange for the severance of development rights from Grantor's property, the Grantor desires to preserve, in its existing condition in perpetuity, a portion of Grantor's property, more particularly described on the attached Exhibit "B" and as represented by the map referenced by the Exhibit "C", attached hereto and incorporated by this reference as the "Property"; and

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and

CONSERVATION EASEMENT - 1  
291/556941.01  
011907 1611/60945.00005



restrictions contained herein, and in consideration of the creation of sixty (60) development rights pursuant to the provisions of Chapter 17.119 et. seq. of the Mount Vernon Municipal Code., which development rights derive from 30 one acre tracts as shown on the map referenced by the attached Exhibit "C". Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity, over the Property described in Exhibit "B", of the nature and character and to the extent hereinafter set forth as the "Conservation Easement". Grantor fully warrants title to said Property on the attached Exhibit "B" and as represented by the map referenced by the Exhibit "C", and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural or agricultural state and to prevent any use of the Property that is otherwise inconsistent. Agricultural use of the Property, excluding the future construction of residential units, shall be considered as being consistent with this purpose. Nothing in this easement shall encumber or affect any of Grantor's rights relating to any portion of Grantor's property that is not described on the attached Exhibit "B".

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and use are expressly prohibited:

(a) Construction or placing buildings, signs, billboards or other advertising, utilities or other structure on or above the ground. However, nothing in this easement shall prohibit Grantor from constructing buildings, structures, or other improvements, including but not limited to signs, utilities, fences, irrigation lines, that are strictly associated with agricultural use of the Property. Additionally, Grantor may maintain all existing structures and improvements on the Property. All existing structures and improvements are non-residential accessory structures necessary for the operation of the agricultural use of the Property and shall not result in the subtraction or use of any development rights under MVMC 17.119.030.

(b) Dumping or placing as landfill any soil, material or other substance. Dumping or placing of trash, waste or unsightly or offensive materials. Agricultural material typically associated with agricultural operations, such as top soil or soil amendments, placed or stored in accordance with applicable City Codes and requirements shall not be prohibited.

(c) Removing or destroying trees, shrubs or other vegetation unless done in conjunction with and necessary as a part of agricultural use of the Property. Trees, shrubs and any other vegetation grown in conjunction with agricultural related activities may be removed or destroyed by Grantor at any time.

CONSERVATION EASEMENT - 2  
291/556941.01  
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(d) Non-agricultural related activities which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation. Grantor may construct and maintain ditches and associated vegetation in Grantor's usual and customary manner in keeping with good farming practices.

(e) Division of the Property for residential development in the easement area.

3. **Reserved Rights.** Reserving unto Grantor, Grantor's successors and assigns, all rights accruing for its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times after at least forty eight (48) hours advance notice, to determine if Grantor or Grantor's successors and assigns are complying with the covenants and prohibitions contained in this Conservation easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. **Grantee's Discretion.** No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. **Grantee's Liability.** Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property. This paragraph 6 shall not apply to the extent the subject damage or injury is caused by the negligence or willful misconduct of Grantee, its employees or agents.

7. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation,

CONSERVATION EASEMENT - 3  
291/556941.01  
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Skagit County Auditor

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fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Skagit County, Washington and shall be responsible for all recording costs and taxes necessary to record this Conservation Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successor and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:  
SEAWARD INVESTMENTS, INC.

By: Jeanne Crannell  
JEANNE CRANNELL

Its: Vice President/Manager

*Easement*  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JAN 26 2007

Amount Paid \$0  
Skagit County Treasurer  
By: nam Deputy

THE FOREGOING CONSERVATION EASEMENT IS HEREBY APPROVED BY THE CITY OF MOUNT VERNON ON THIS 19<sup>th</sup> DAY OF JANUARY, 2007.

By: Jana Hanson  
JANA HANSON  
Director, Community and Economic Development Department

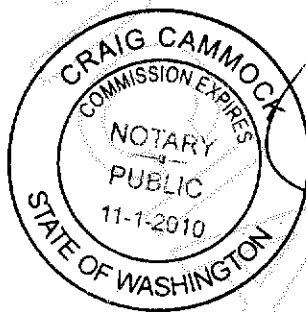
CONSERVATION EASEMENT - 4  
291/556941.01  
011907 1611/60945.00005



200701260138  
Skagit County Auditor

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JEANNE CRANNELL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE-PRESIDENT of SEAWARD INVESTMENTS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: January 19<sup>th</sup> 2007

(Signature) [Handwritten Signature]

NOTARY PUBLIC

Print Name of Notary Craig Cammock

My appointment expires: 11-1-2010

CONSERVATION EASEMENT - 5  
291/556941.01  
011907 1611/60945.00005



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Skagit County Auditor

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## Exhibit "A"

### Parcel "A"

That portion of the East 832 feet of Government Lots 1 and 2, Section 30, Township 34 North, Range 4 East, W.M., lying South of that existing County Road known as the Kimble Road No. XCV; EXCEPT the following described tracts:

1. BEGINNING at the West 1/4 of said Section 30;  
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the centerline of that County Road known as the Kimble Road No. XCV;  
thence South 89°57'21" East along the centerline of said County Road, a distance of 498.80 feet to the TRUE POINT OF BEGINNING of this description;  
thence continuing South 89°57'21" East along the centerline of said County Road a distance of 200 feet;  
thence South 2°01'24" West a distance of 150 feet;  
thence North 89°57'21" West a distance of 200 feet;  
thence North 2°01'24" East a distance of 150 feet to the TRUE POINT OF BEGINNING of this description.
2. BEGINNING at the West 1/4 corner of said Section 30;  
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the center line of the County Road;  
thence South 89°57'21" East along the center line of said County Road, a distance of 890.39 feet to the TRUE POINT OF BEGINNING of this description;  
thence South 2°01'24" West 230 feet;  
thence North 89°57'21" West 220 feet;  
thence North 2°01'24" East 80 feet, more or less, to the South line of a tract conveyed to W. L. Williamson, et ux, by deed dated October 25, 1968, recorded April 7, 1972 under Auditor's File No. 766685;  
thence South 89°57'21" East 28.41 feet, more or less, to the Southeast corner of said Williamson tract;  
thence North 2°01'24" East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;  
thence South 89°57'21" East along the centerline of said road 191.59 feet, more or less, to the TRUE POINT OF BEGINNING.
3. That certain Westerly portion of said East 832 feet conveyed to Elizabeth (Betty) J. Sward by Deed recorded as Skagit County Auditor's File No. 200307100092.

EXHIBIT "A"  
CONSERVATION EA:

  
200701260138  
Skagit County Auditor

- 6

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011907 1611/60945.00005

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**Parcel "B"**

Government Lot 3, Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the West 330 feet thereof.

**Parcel "C"**

The South 1/2 of Government Lot 4; the Northeast 1/4 of Government Lot 4 and the South 16.5 feet of the Northwest 1/4 of Government Lot 4 all in Section 30, Township 34 North, Range 4 East, W.M.;

ALSO that portion of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of said subdivision;  
thence North along the West line thereof 20 feet;  
thence South 45° East to a point on the South line of said Section, 20 feet East of the POINT OF BEGINNING;  
thence West to the POINT OF BEGINNING.

ALSO the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4, Section 31, Township 34 North, Range 4 East, W.M.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of records.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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Skagit County Auditor

EXHIBIT "A"  
CONSERVATION EA

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**LISSER & ASSOCIATES, PLLC**

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

**Exhibit "B"**

Tracts 1 through 13 (inclusive), Tracts 19 through 22 (inclusive) and Tracts 28 through 40 (inclusive) as depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



200701260138  
Skagit County Auditor

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

That certain four (4) page Record of Survey map recorded under Skagit County Auditor's File No. 260701260137. The map shown hereon is for representational purposes only.



200701260138  
Skagit County Auditor



SURVEY DESCRIPTION

PARCEL 'A'

THAT PORTION OF THE EAST 832 FEET OF GOVERNMENT LOTS 1 AND 2, SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M, LYING SOUTH OF THAT EXISTING COUNTY ROAD KNOWN AS THE KIMBLE ROAD NO. XCV, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1. BEGINNING AT THE WEST 1/4 OF SAID SECTION 30, THENCE NORTH 1°36'30" EAST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 1387.43 FEET TO A POINT ON THE CENTERLINE OF THAT COUNTY ROAD KNOWN AS THE KIMBLE ROAD NO. XCV; THENCE SOUTH 84°57'21" EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD, A DISTANCE OF 448.80 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 84°57'21" EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD, A DISTANCE OF 200 FEET; THENCE SOUTH 2°01'24" WEST A DISTANCE OF 150 FEET; THENCE NORTH 84°57'21" WEST A DISTANCE OF 200 FEET; THENCE NORTH 2°01'24" EAST A DISTANCE OF 150 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

2. BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 30, THENCE NORTH 1°36'30" EAST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 1387.43 FEET TO A POINT ON THE CENTER LINE OF THE COUNTY ROAD; THENCE SOUTH 84°57'21" EAST ALONG THE CENTER LINE OF SAID COUNTY ROAD, A DISTANCE OF 840.34 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 2°01'24" WEST 230 FEET; THENCE SOUTH 84°57'21" WEST 220 FEET; THENCE NORTH 2°01'24" EAST 80 FEET, MORE OR LESS, TO THE SOUTH LINE OF A TRACT CONVEYED TO W. L. WILLIAMSON ET UX, BY DEED DATED OCTOBER 25, 1968, RECORDED APRIL 7, 1972 UNDER AUDITOR'S FILE NO. 166685; THENCE SOUTH 84°57'21" EAST 28.41 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID WILLIAMSON TRACT; THENCE NORTH 2°01'24" EAST ALONG THE EAST LINE OF SAID TRACT 150 FEET TO THE CENTERLINE OF THE AFOREMENTIONED COUNTY ROAD; THENCE SOUTH 84°57'21" EAST ALONG THE CENTERLINE OF SAID ROAD 191.54 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

3. THAT CERTAIN WESTERLY PORTION OF SAID EAST 832 FEET CONVEYED TO ELIZABETH (BETTY) L. SEWARD BY DEED RECORDED AS SKAGIT COUNTY AUDITOR'S FILE NO. 200307100092.

PARCEL 'B'

GOVERNMENT LOT 3, SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M, EXCEPT THE WEST 330 FEET THEREOF.

PARCEL 'C'

THE SOUTH 1/2 OF GOVERNMENT LOT 4, THE NORTHEAST 1/4 OF GOVERNMENT LOT 4 AND THE SOUTH 16.5 FEET OF THE NORTHWEST 1/4 OF GOVERNMENT LOT 4 ALL IN SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M;

ALSO THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH ALONG THE WEST LINE THEREOF 20 FEET; THENCE SOUTH 45° EAST TO A POINT ON THE SOUTH LINE OF SAID SECTION, 20 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

ALSO THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH, EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORDS, SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SEAWARD INVESTMENTS, INC., A WASHINGTON CORPORATION, IN JANUARY, 2007.

BRUCE E. LISSER, P.L.S., CERTIFICATE NO. 22960  
LISSEY & ASSOCIATES, PLLC  
320 MILWAUKEE STREET, PO BOX 1109  
MOUNT VERNON WA 98273  
PHONE (360) 419-7442  
FAX (360) 419-0581  
EMAIL BRUCE@LISSEY.COM

DATE 1/17/07

NOTES

- NO CORNERS WERE SET FOR THIS SURVEY.
- SURVEY DESCRIPTION IS FROM FIRST AMERICAN TITLE COMPANY SUBDIVISION GUARANTEE, ORDER NO. H-171022, DATED NOVEMBER 18, 2004.
- FOR ADDITIONAL MERIDIAN AND SURVEY INFORMATION SEE RECORD OF SURVEY MAPS RECORDED UNDER AUDITOR'S FILE NUMBERS 8708260005, 4307010046, 98042260052, 200312100047 AND SHORT PLAT NO. 90-79, RECORDED UNDER AUDITOR'S FILE NO. 1709040026 AND UNRECORDED SHORT PLAT NO. 14-75, ALL IN RECORDS OF SKAGIT COUNTY, WASHINGTON.
- BASIS OF BEARING: MONUMENTS ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M, PER PREVIOUS SURVEYS  
BEARING = NORTH 1°36'30" EAST
- MERIDIAN: ASSUMED
- INSTRUMENTATION: LEICA TCR105A THEODOLITE DISTANCE METER
- SURVEY PROCEDURE: STANDARD FIELD TRAVERSE
- THIS SURVEY MAP WAS PREPARED AT THE REQUEST OF SEAWARD INVESTMENTS, INC., FOR THE DELINEATION OF TRACTS TO BE UTILIZED IN THE DESCRIPTIONS USED FOR THE TRANSFER OF DEVELOPMENT RIGHTS (TDRs) PER CITY OF MOUNT VERNON CODE 17.194.
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS SURVEY MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ALL OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- EACH TRACT SHOWN HEREON IS APPROXIMATELY ONE ACRE IN AREA AND REPRESENTS TWO TDRs. EACH TDR WILL HAVE A CERTIFICATE THAT MAY BE USED ON A RECEIVING SITE PER THE ABOVE-REFERENCED CITY CODE 17.194. EACH RECEIVING SITE MAY UTILIZE ONE TDR PER ACRE.
- ALL DISTANCES SHOWN HEREON ARE IN FEET.

OWNERSHIP AREA  
SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M, = 83.71 ACRES  
SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M, = 9.84 ACRES  
TOTAL = 93.55 ACRES  
ALLOWABLE TRANSFER OF DEVELOPMENT RIGHTS AT TWO PER ACRE = 186

AUDITOR'S CERTIFICATE

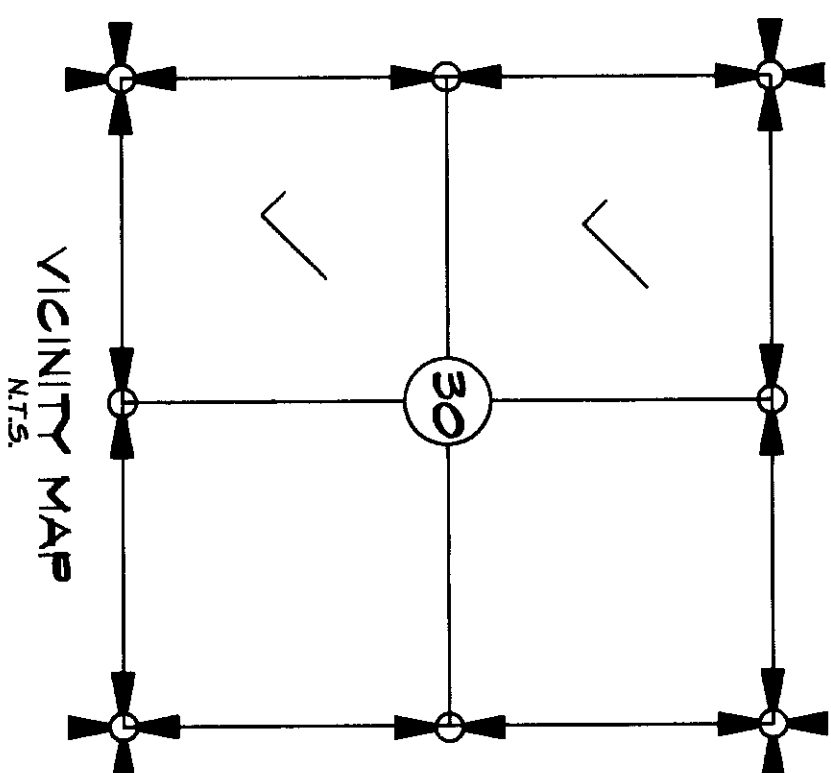
FILED FOR RECORD AT THE REQUEST OF LISSEY & ASSOCIATES, PLLC.

1/26/2007 Page 1 of 4 4:12:29PM  
200701260137  
Skagit County Auditor

Youngquist  
Skagit County Auditor  
Mendenhall  
Deputy

EXAMINED AND FOUND TO BE IN CONFORMITY WITH CITY OF MOUNT VERNON CODE CHAPTER 17.194 "TRANSFER OF DEVELOPMENT RIGHTS" AND REPRESENTS THE APPROPRIATE NUMBER OF ALLOWABLE UNITS WITH RESPECT TO THE TOTAL OWNERSHIP, THIS # DAY OF 2007.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

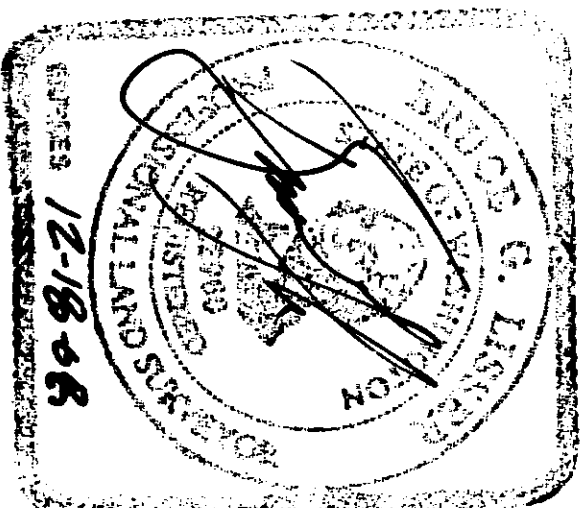


SHEET 1 OF 4

DATE: 1/17/07

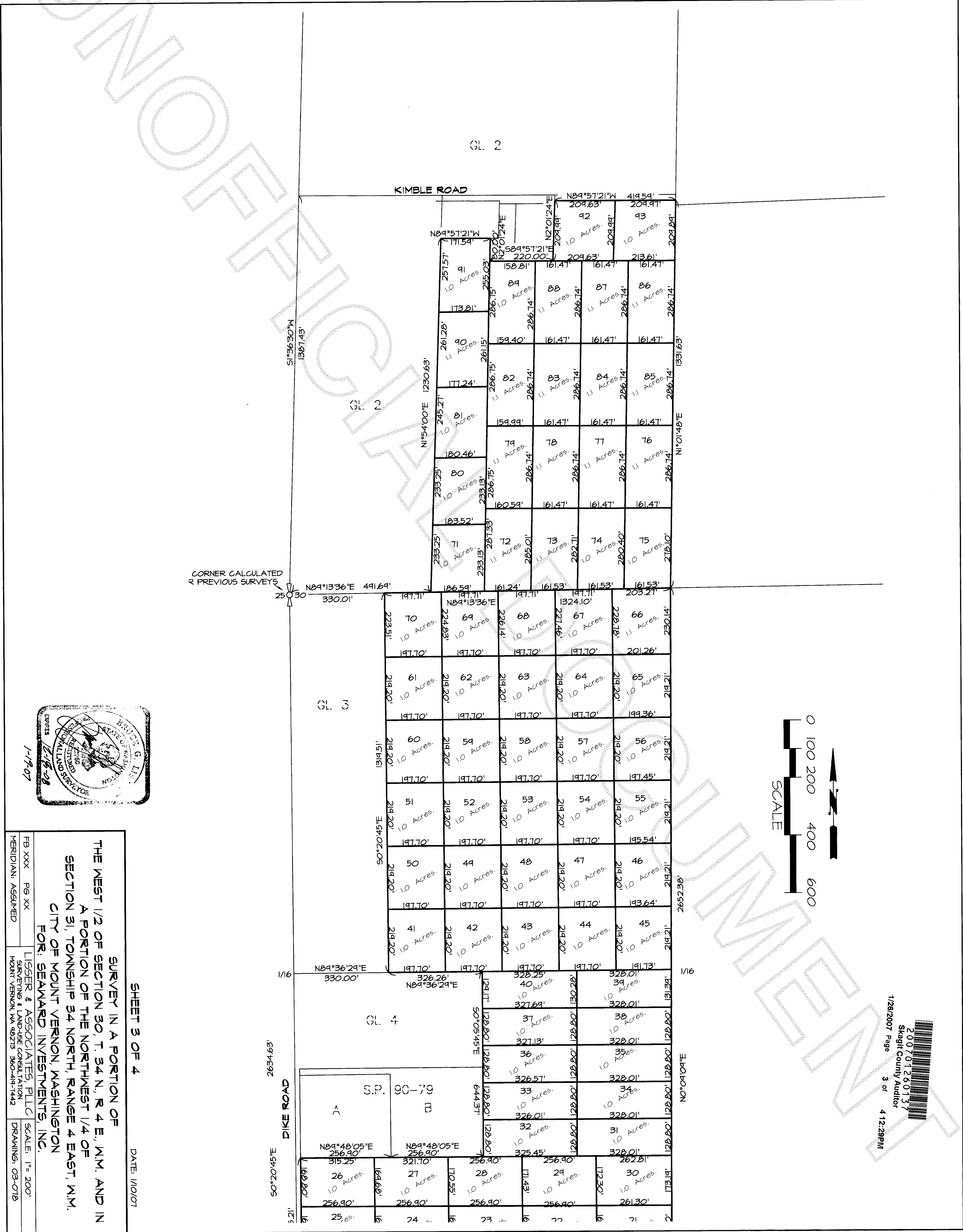
SURVEY IN A PORTION OF  
THE WEST 1/2 OF SECTION 30, T. 34 N., R. 4 E., 1/4M, AND IN  
A PORTION OF THE NORTHWEST 1/4 OF  
SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, 1/4M,  
CITY OF MOUNT VERNON, WASHINGTON  
FOR: SEAWARD INVESTMENTS, INC.

FB XXX	PG XX	LISSEY & ASSOCIATES, PLLC	SCALE: 1" = 300'
MERIDIAN: ASSUMED		SURVEYING & LAND-USE CONSULTATION MOUNT VERNON, WA 98273 (360) 419-7442	DRAWING: 03-07B









CL. 2

KIMBLE ROAD

CL. 2

CL. 3

CL. 4

CORNER CALCULATED  
2 PREVIOUS SURVEYS

S1°36'30"E 1387.43'

N89°13'36"E 491.69'

1/16

2634.63'

DIKE ROAD

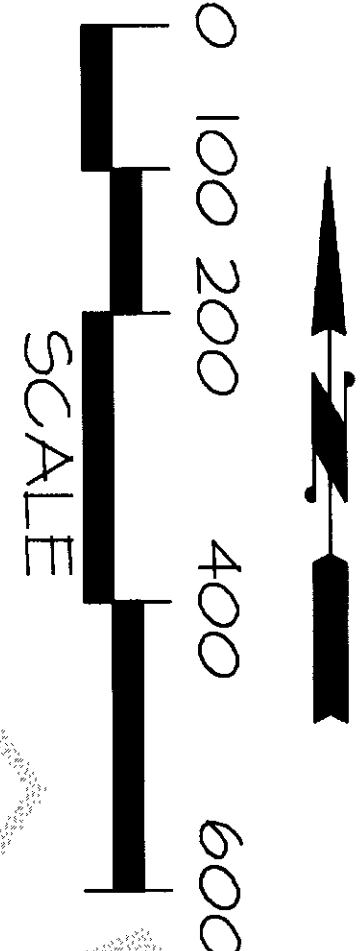
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N1°01'48"E 1331.63'

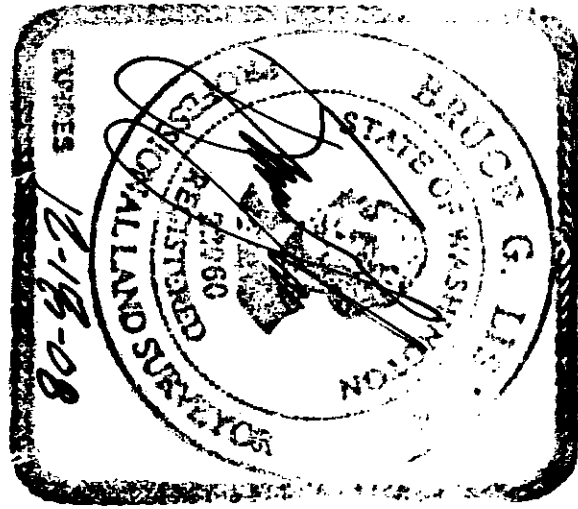
1/16

5180.10'

NO. 10.00'



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Skagit County Auditor  
1/26/2007 Page 3 of 4 4:12:29PM



SHEET 3 OF 4  
DATE: 1/10/07

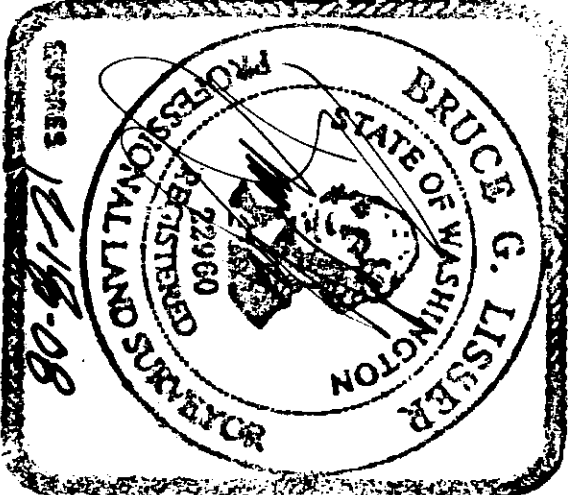
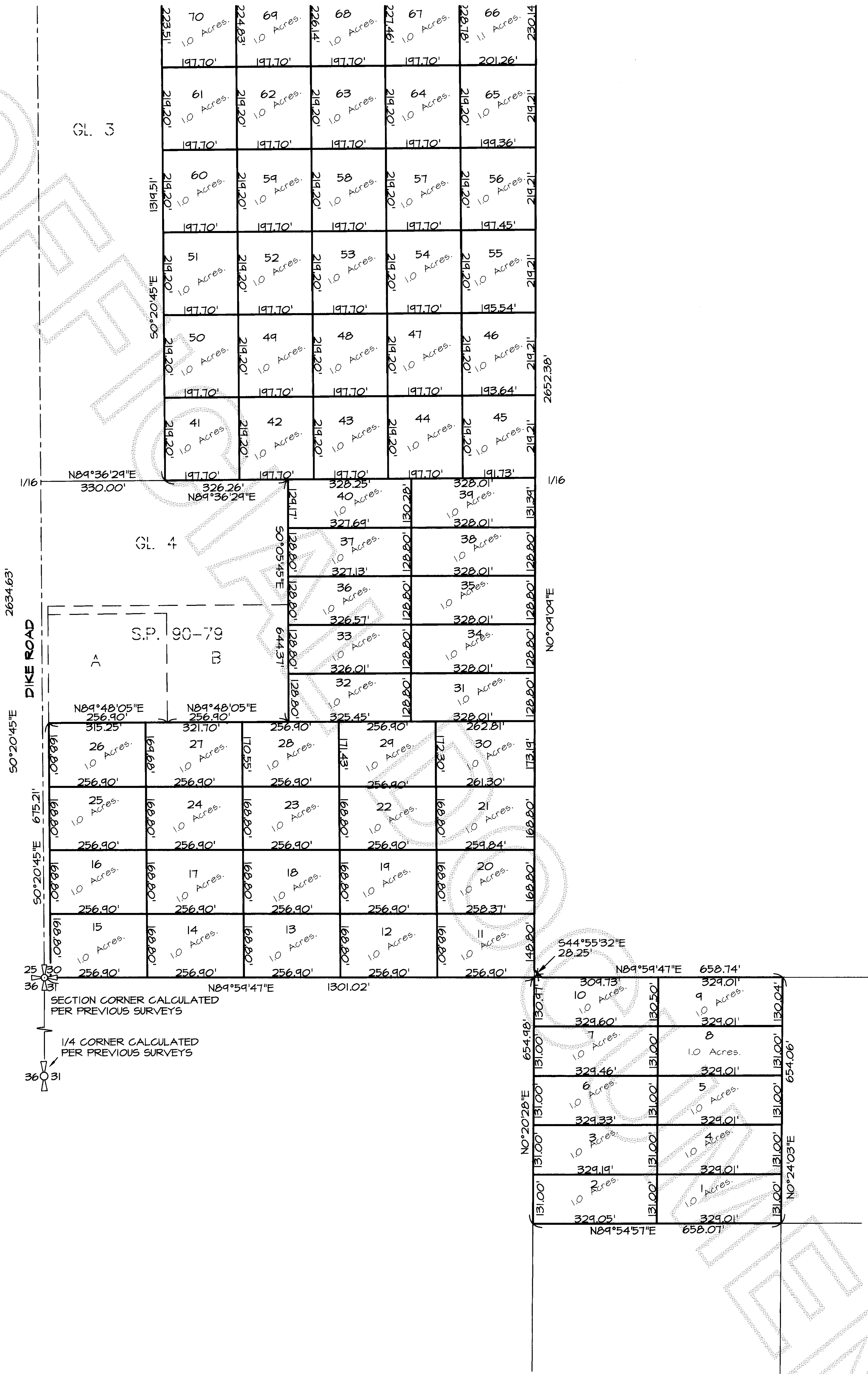
THE WEST 1/2 OF SECTION 30, T. 34 N., R. 4 E., M.M. AND IN  
A PORTION OF THE NORTHWEST 1/4 OF  
SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, M.M.  
CITY OF MOUNT VERNON, WASHINGTON  
FOR: SEAWARD INVESTMENTS, INC.

LISGER & ASSOCIATES, PLLC  
SURVEYING & LAND-USE CONSULTATION  
MOUNT VERNON, WA 98275 360-418-1442

SCALE: 1" = 200'  
DRAWING: 03-07B

FB XXX PG XX  
MERIDIAN: ASSUMED

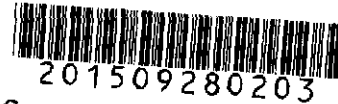
20070126013  
Skagit County Auditor  
1/28/2007 Page 4 of 4  
4:12:29PM



SHEET 4 OF 4  
DATE: 1/10/07

THE WEST 1/2 OF SECTION 30, T. 34 N., R. 4 E., N.M. AND IN  
A PORTION OF THE NORTHWEST 1/4 OF  
SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, N.M.  
CITY OF MOUNT VERNON, WASHINGTON  
FOR: SEAWARD INVESTMENTS, INC.

FB XXX PG XX  
LISSE & ASSOCIATES, PLLC  
SURVEYING & LAND-USE CONSULTATION  
MOUNT VERNON, WA 98273 360-419-1442  
DRAWING: 03-07B



Skagit County Auditor

9/28/2015 Page

1 of

7 2:28PM

\$78.00

Return Address:

SummerSun Estates, LLC

1003 Cleveland Ave

Mount Vernon, WA 98273

**Document Title(s):**

**QUIT CLAIM DEED CONVEYING  
TRANSFERABLE DEVELOPMENT RIGHTS (TDRs)  
AND  
TDR EXTINGUISHMENT DOCUMENT**

**Grantor(s):**

1. Woodmansee, Joseph D.
  2. Woodmansee, Kimberly A.
  - 3.
- etc. additional names on page \_\_\_\_\_ of this document

**Grantee(s):**

1. SummerSun Estates, LLC
  - 2.
  - 3.
- etc. additional names on page \_\_\_\_\_ of this document

**Legal Description:**

1. Abbreviated form (lot, block, plat name, section-township and range)  
The West ½ of East ½ of the SW ¼ of the NW ¼ of Section 15, Township 34, North  
Range 4 East, W.M.
2. Additional legal description is on page 5 of 6 of this document

**Assessor's Property Tax Parcel or Account Number at the Time of  
Recording:**

P24851

**Reference Numbers of Documents assigned or released:**

**QUIT CLAIM DEED CONVEYING  
TRANSFERABLE DEVELOPMENT RIGHTS (TDRs)  
AND  
TDR EXTINGUISHMENT DOCUMENT**

Know all Persons by These Here Presents:

The **Grantor** Joseph D. and Kimberly A. Woodmansee (here insert the name or names and place of residence), for and in consideration of \$10.00 Ten Dollars (here insert consideration) conveys and quitclaims to SummerSun Estates, LLC (here insert grantee's name or names) all interest in 14 (here insert the number) Transferable Development Rights authorized under the City of Mount Vernon, Washington's Transferable Development Rights Program authorized by Chapter 17.119 of the City of Mount Vernon, Washington's municipal code, or its successor. The rights were granted to the real estate which is legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full. This deed shall only convey the Transferable Development Rights and conveys no interest in the real property described in Exhibit A.

By signing this deed and having it recorded or allowing it to be recorded, the **Grantor** extinguishes 14 (insert number) Transferable Development Rights conveyed by this deed and previously granted by the City of Mount Vernon, Washington to the real property legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full. The **Grantor** warrants that the City of Mount Vernon has certified that 14 (insert amount) of Transferable Development Rights, as defined in Chapter 17.119 of the City of Mount Vernon, Washington's municipal code or its successor, were originally attached to the real property legally described on Exhibit A of which **Grantor** had previously conveyed 47 (insert number) Transferable Development Rights as of the date of this document. The recording reference number of the TDR easement recorded on the real estate which is legally described on Exhibit A is P28779, P29293, P28784, P28780, P28764, P28867, and P28776. Original TDR Certificate Number 00774.

The TDR(s) will be used on the real property legally described on Exhibit B attached hereto and incorporated herein by this reference as if set forth in full. These development rights will be used for the following purposes:  
To increase by one additional unit per acre the density of the development at Receiving Site P24851.


SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2015 3934  
SEP 28 2015

Amount Paid \$0  
Skagit Co. Treasurer  
By mm Deputy


Dated this 25<sup>th</sup> day of September, 2015.

GRANTOR

  
Joseph D. Woodmansee

  
Kimberly A. Woodmansee

GRANTEE

  
SummerSun Estates, LLC  
**Paul Woodmansee, Member**  
1003 Cleveland Ave  
Mount Vernon, WA 98273

STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Joseph D. Woodmansee is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 9/25/2015



  
(Signature)

Vanessa Lewis

(Print Name)

NOTARY PUBLIC

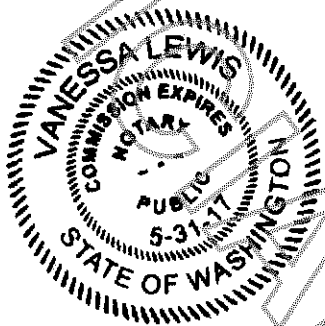
My appointment expires: 5/31/2017




STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Kimberly A. Woodmansee is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 9/25/2015

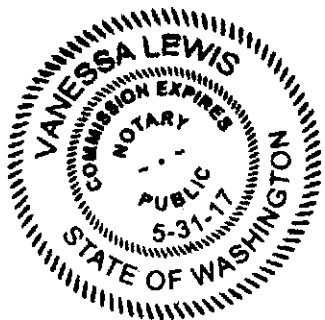


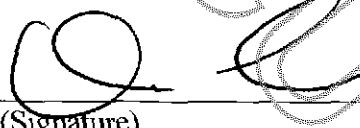
  
(Signature)  
Vanessa Lewis  
(Print Name)  
NOTARY PUBLIC  
My appointment expires: 5/31/2017

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Paul Woodmansee is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the member of SummerSun Estates, LLC free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 9/25/2015



  
(Signature)  
Vanessa Lewis  
(Print Name)  
NOTARY PUBLIC  
My appointment expires: 5/31/2017

**EXHIBIT A**  
**Legal Description of the Property**  
**from which the TDRs are being Conveyed and Extinguished**

Tracts 1 through 13 (inclusive), 19 through 22 (inclusive), 28 through 40 (inclusive), 41 through 45 (inclusive), as depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137.

All being a portion of the following described property:

**Parcel "A"**

That portion of the East 832 feet of Government Lots 1 and 2, Section 30, Township 34 North, Range 4 East, W.M., lying South of that existing County Road known as the Kimble Road No. XCV; EXCEPT the following described tracts:

1. BEGINNING at the West 1/4 of said Section 30;  
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the centerline of that County Road known as the Kimble Road No. XCV;  
thence South 89°57'21" East along the centerline of said County Road, a distance of 498.80 feet to the TRUE POINT OF BEGINNING of this description;  
thence continuing South 89°57'21" East along the centerline of said County Road a distance of 200 feet;  
thence South 2°01'24" West a distance of 150 feet;  
thence North 89°57'21" West a distance of 200 feet;  
thence North 2°01'24" East a distance of 150 feet to the TRUE POINT OF BEGINNING of this description.
2. BEGINNING at the West 1/4 corner of said Section 30;  
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the center line of the County Road;  
thence South 89°57'21" East along the center line of said County Road, a distance of 890.39 feet to the TRUE POINT OF BEGINNING of this description;  
thence South 2°01'24" West 230 feet;  
thence North 89°57'21" West 220 feet;  
thence North 2°01'24" East 80 feet, more or less, to the South line of a tract conveyed to W. L. Williamson, et ux, by deed dated October 25, 1968, recorded April 7, 1972 under Auditor's File No. 766685;  
thence South 89°57'21" East 28.41 feet, more or less, to the Southeast corner of said Williamson tract;  
thence North 2°01'24" East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;  
thence South 89°57'21" East along the centerline of said road 191.59 feet, more or less, to the TRUE POINT OF BEGINNING.
3. That certain Westerly portion of said East 832 feet conveyed to Elizabeth (Betty) J. Sward by Deed recorded as Skagit County Auditor's File No. 200307100092.

**EXHIBIT A-Cont.**  
**Legal Description of the Property**  
**from which the TDRs are being Conveyed and Extinguished**

**Parcel "B"**

Government Lot 3, Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the West 330 feet thereof.

**Parcel "C"**

The South 1/2 of Government Lot 4; the Northeast 1/4 of Government Lot 4 and the South 16.5 feet of the Northwest 1/4 of Government Lot 4 all in Section 30, Township 34 North, Range 4 East, W.M.;

ALSO that portion of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of said subdivision;  
thence North along the West line thereof 20 feet;  
thence South 45° East to a point on the South line of said Section, 20 feet East of the POINT OF BEGINNING;  
thence West to the POINT OF BEGINNING.

ALSO the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4, Section 31, Township 34 North, Range 4 East, W.M.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of records.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

**EXHIBIT B**  
**Legal Description of the Property**  
**On which the TDRs will be Used for Their First Use**

**PARCEL "A"**

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4  
EAST, N.M.;

EXCEPT STATE ROAD NO. 1-6 RUNNING ALONG THE SOUTH LINE  
THEREOF AS CONVEYED TO THE STATE OF WASHINGTON BY DEED  
RECORDED SEPTEMBER 6, 1938, IN VOLUME 175 OF DEEDS, PAGE  
303, RECORDS OF SKAGIT COUNTY, WASHINGTON,

ALSO EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 626  
FEET THEREOF,

ALSO EXCEPT THE NORTH 30 FEET THEREOF, AS DEEDED TO THE  
CITY OF MOUNT VERNON IN DEED DATED OCTOBER 24, 1984 AND  
RECORDED UNDER AUDITOR'S FILE NO. 8412270016.

**PARCEL "A-1"**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND  
UNDERGROUND UTILITIES OVER AND ACROSS THE WEST 30 FEET OF  
TRACTS "A" AND "B" OF SHORT PLAT NO. MV-5-82, APPROVED  
AUGUST 3, 1982 AND RECORDED AUGUST 24, 1982 UNDER AUDITOR'S  
FILE NO. 8208240024, IN VOLUME 6 OF SHORT PLATS, PAGE 10,  
RECORDS OF SKAGIT COUNTY, WASHINGTON, AS CONVEYED AND SET  
FORTH IN THAT CERTAIN "EASEMENT AND DEVELOPMENT AGREEMENT"  
RECORDED NOVEMBER 30, 1982, UNDER AUDITOR'S FILE NO.  
8211300047.

**PARCEL "B"**

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF  
SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, N.M. IN THE  
COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXCEPT THE SOUTH 511 FEET THEREOF,

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MOUNT VERNON BY  
QUIT CLAIM DEEDS RECORDED UNDER AUDITOR'S FILE NOS.  
8412270017 AND 9207280047, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

ALSO EXCEPT COUNTY ROADS.

AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE WEST  
171.00 FEET (AS MEASURED FROM THE EAST RIGHT-OF-WAY MARGIN  
OF MARTIN ROAD AS CONVEYED TO THE CITY OF MOUNT VERNON BY  
QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO.  
9207280047) OF THE SOUTH 185.00 FEET THEREOF.

TOGETHER WITH A 20.00 FOOT WIDE EASEMENT FOR UTILITIES  
OVER, UNDER AND ACROSS THE SOUTH 20.00 FEET OF THE LAST  
DESCRIBED EXCEPTION.

ALL OF THE ABOVE BEING SUBJECT TO AND TOGETHER WITH  
EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS,  
LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

ALL OF THE ABOVE SITUATE IN THE CITY OF MOUNT VERNON,  
COUNTY OF SKAGIT, STATE OF WASHINGTON.